

LAND TITLE ACT
FORM C
(Section 33)

KP044237

00 MAY 18 14 49

KP044236

C-55
C-55

SUBMITTED BY: M. B. SHAW
KUROYAMA RECORDS

Province of
British Columbia

LAND TITLE OFFICE
KAMLOOPS/NELSON

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

Page 1 of 6 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

McAllister Law Office
2nd Floor -540 Cawston Avenue, Kelowna, B.C., V1Y 6Z2
(250) 763-6776, File Ref. No: 14,380

Signature of Applicant's Agent, Debbie A. White

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

SEE SCHEDULE

PT on Plan KAP 66792

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Subject to CPL KP29225		
Section 219 COVENANT (Geotechnical)	Entire Document	Transferee
	SEE SCHEDULE	

4. TERMS: Part 2 of this Instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

01 00/05/18 14:50:55 01 KL 360761
CHARGE \$110.00

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

SEE SCHEDULE

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district, of 1450 KLO Road, Kelowna, British Columbia, V1W 3Z4.

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

C. GRAHAM McALLISTER
BARRISTER & SOLICITOR
2nd Floor - 540 Cawston Ave.
Kelowna, B.C. V1Y 6Z2
Phone: 763-6776

(as to all signatures)

Execution Date

Y	M	D
99	12	01

Party(ies) Signature(s)

**TWIN CREEK CATTLE
COMPANY LTD.**
by its authorized signatory(ies)

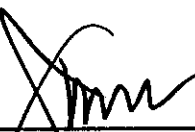


RONALD TERRY BALKAN

OFFICER CERTIFICATION:


Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 <hr/>	99	12	02	INTERIOR SAVINGS CREDIT UNION by its authorized signatories  <hr/>
JOHN M. HANNAH <i>BARRISTER & SOLICITOR</i> 215 LAWRENCE AVENUE KELOWNA, B.C. V1Y 6L2				JOHN D. FERDINANDS Print name:  <hr/> Print name:
(as to both signatures)				
As to the signature of JOHN D. FERDINANDS				

AUTHORIZATION

No	OC #	Init.
	145	

OFFICER CERTIFICATION:
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124 to take affidavits for use in British Columbia and certifies the matters set out of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE

KAP66792

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

Lot 1, Sec. 18, Tp. 24, O.D.Y.D., Plan KAP 66788
Lot 5, Sec. 18, Tp. 24, O.D.Y.D., Plan KAP 66788
Lot 6, Sec. 18, Tp. 24, O.D.Y.D., Plan KAP 66788
Lot 7, Sec. 18, Tp. 24, O.D.Y.D., Plan KAP 66788

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Instrument

Transferee

Grant of Priority over
Mortgage KN84505

Pages 2 and 6

Transferee

Subject to CPL KP29225
5. TRANSFEROR(S):*

TWIN CREEK CATTLE COMPANY LTD. (Inc.No. 378053)
INTERIOR SAVINGS CREDIT UNION as to priority over Mortgage KN84505

PART 2 - TERMS

THIS INDENTURE made this _____ day of _____, 1999

BETWEEN;

TWIN CREEK CATTLE COMPANY LTD. (Inc.No. 378053), a body corporate, duly incorporated pursuant to the laws of the Province of British Columbia, and having its registered and records office situate at 2nd Floor - 540 Cawston Avenue, Kelowna, British Columbia V1Y 6Z2;

(hereinafter called the "Transferor")

OF THE FIRST PART

AND;

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district, of 1450 KLO Road, Kelowna, British Columbia, V1W 3Z4,

(hereinafter called the "Transferee")

OF THE SECOND PART

- A. WHEREAS The Transferor is the registered owner in fee simple of all and singular those certain parcels of land situate, lying and being in the Kelowna Assessment Area, in the Province of British Columbia, and being more particularly known and described on Schedule "A" attached hereto (hereinafter called the "Lands");
- B. AND WHEREAS pursuant to Section 219 of the Land Title Act, R.S.B.C. 1996, c.250, there may be registered a covenant against the title to the Lands subject to the covenant, and such covenant is enforceable against the Transferor and the successors in title of the Transferor even if the covenant is not annexed to land owned by the Transferee;
- C. AND WHEREAS there has been an indication of geotechnical concern relating to development of the Lands as set forth in a report prepared by Norman K. Williams, P. Eng., of Interior Testing Services Ltd., dated July 24, 1997 (hereinafter called the "Geotechnical Report") and the Transferor has agreed to enter into this Covenant as a condition of subdivision of the Lands;

NOW THEREFORE in consideration of the promises set forth in this Covenant and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Transferor agrees that at all times during the Transferor's ownership of the Lands the Transferor shall comply with the recommendations set forth in the Geotechnical Report and further as set out in paragraph 2 hereof.
2. The Transferor covenants that hereafter no buildings or structures of any kind shall be constructed or erected or placed upon that part of the Lands within the areas shown outlined in bold for each lot on the reference plan prepared and certified by Bruce H. Davies, B.C.L.S., and completed on the 4th day of October, 1999, being more particularly set out in Schedule "B" attached.
3. The Transferor does hereby, on behalf of the Transferor and the Transferor's heirs, executors, administrators, successors and assigns, remise, release, indemnify and save harmless the Transferee, its

officers, officials, employees or agents from any and all claims, causes of action, loss or suits of whatever nature or kind including, without limitation, claims for property damage, personal injury or death arising out of or in any way connected with this Covenant. The Transferor does further agree that the Transferee shall have no obligation to ensure compliance with or enforce the terms of this Covenant, which at all times shall remain the responsibility of the Transferor and the Transferor's heirs, executors, administrators, successors, assigns and successors in title.

4. Pursuant to section 219 of the Land Title Act, the covenants herein contained shall be covenants running with the Lands and shall enure to the benefit of and be binding upon the Transferor and the Transferor's heirs, executors, administrators, successors, assigns and successors in title.
5.
 - a) No term, condition, covenant or other provision of this Covenant will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee;
 - b) Any waiver by the Transferee of any term, condition, covenant or other provision of this Covenant or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant does not constitute and will not be construed as a waiver of any further or other terms, condition, covenant or other provision of this Covenant or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant.
6. This covenant will be interpreted according to the laws of the Province of British Columbia.
7. Where there is a reference to an enactment in this Covenant, the reference will include any subsequent enactment of the Province of British Columbia then in effect and all enactments referred to are enactments of the Province of British Columbia.
8. If any part of this Covenant is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
9. Nothing contained or implied in this Covenant shall prejudice or affect the exercise of any of the Transferee's functions under any source of authority including, without limitation, any statutes, regulations, bylaws, orders or other constating documents, all of which may be fully and effectively exercised by the Transferee.
10. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Covenant.
11. This Covenant will not be modified or discharged except in accordance with the provisions of section 219(9) of the Land Title Act
12. Wherever the expression, "Transferor" and "Transferee" are used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

SCHEDULE "A"

The Lots are more particularly known and described as:

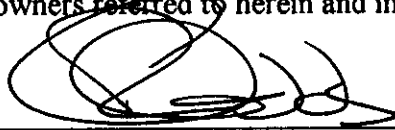
Lots 1, 5, 6 & 7, Section 18, Township 24, Osoyoos Division Yale District, Plan KAP 66788

SCHEDULE "B"

The no build zones are more particularly described as:

Those parts of Lots 1, 5, 6 and 7, boldly outlined on the Reference Plan of Part of Lots 1, 5, 6 and 7, Sec. 18, Tp. 24, O.D.Y.D., Plan KAP# 66788, prepared by Bruce H. Davies, B.C.L.S., and completed on the 4th day of October, 1999, and assigned number KAP 66792

This is the instrument creating the covenant entered into under Section 219 of the Land Title Act by the registered owners referred to herein and initialled by me.



Approving Officer - Ministry of Transportation and Highways

INTERIOR SAVINGS CREDIT UNION, being the holder of mortgage registered under number KN84505 against title to the Lands hereby consents to the filing of this Covenant and hereby grants priority to this Covenant over its mortgage registered under number KN84505.



BUILD COV.DOC

END OF DOCUMENT

No NUMBER
PLAN 50.00

**Land Title Act
FORM 11(a)**

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, C. Graham McAllister, 2nd Floor - 540 Cawston Avenue, Kelowna, B.C. V1Y 6Z2, Lawyer, agent of the Regional District of the Central Okanagan, 1450 KLO Road, Kelowna, B.C. V1W 3Z4 the owner of a registered charge apply to deposit reference/explanatory plan of parts of Lots 1, 5, 6 and 7, Plan KAP 66788, Section 18, Township 24, O.D.Y.D.

I enclose:

- 1. The reference/explanatory plan.
- 2. The reproductions of the plan required by section 67(s) (see below).
- 3. Fees of \$ 50.00

01 00/05/18 14:51:05 01 KL 360761
S/S/DT PLANS \$50.00

DATED this 29 day of February, 2000.


SIGNATURE

- NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

ASSIGNED PLAN NO.
KAP 66792